

CITY OF AUBURN

Request for Proposals For Janitorial Services for the City of Auburn



City of Auburn
Administrative Services Department
1225 Lincoln Way, Room 1
Auburn, CA 95603
Phone (530) 823-4211 x110
Fax (530) 823-4209

Date of Issuance: **September 7, 2010**
Submittal Deadline: **October 1, 2010
5:00 PM**

City of Auburn

Request for Proposals - Janitorial Services

I. INTRODUCTION

A. General Information

The City of Auburn intends to seek and obtain professional janitorial services, for a two-year period, by a reputable provider to perform necessary janitorial services to six City-owned and/or leased facilities, located within the City limits.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement, shall be vested in the City. The proposer shall not publish or release any of the results of its examination without the expressed written permission of the City.

During the evaluation process the Administrative Director and/or the Public Works Director reserve the right - where it may service the City of Auburn's best interests - to request additional information or clarifications from the proposers. At the discretion of the City of Auburn, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Auburn reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the professional services contract between the City of Auburn and the contractor selected.

It is anticipated the selection of a firm or firms will be completed by **October 22, 2010**. Following the notification of the selected firm(s) it is expected that contracts will be executed between both parties no later than **October 25, 2010**. The City of Auburn reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of two (2) years. The City reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the annual review and recommendation of City management, the satisfactory negotiation of terms (including a price acceptable to both the City of Auburn and the selected firm), the concurrence of the City Council of the City of Auburn and the annual availability of an appropriation.

The proposal package shall present all inclusive service fees for both options for each year of the contract term.

II. NATURE OF SERVICES REQUIRED

A. Mandatory Pre-Proposal Walk-Through of Facilities

Bidders who intend to submit proposals will be required to attend a mandatory pre-proposal meeting and walk-through of the seven City facilities. This will provide an opportunity for the bidder(s) to ask any questions of the proposal, and receive clarity of the intent of the proposal through mutual understanding. ***The walk-through is scheduled for Tuesday, September 21, 2010 at 10:00 a.m.*** The Public Works and Administrative Services Departments will coordinate the pre-proposal meeting and walk-through. Please meet in the Rose Room, located on the parking level in the City Hall main building, 1225 Lincoln Way, Auburn.

B. Need for Service

The City of Auburn currently operates varied services to the community using many City-owned and/or leased facilities. Seven of these facilities currently require periodic janitorial services. There is no facility maintenance staff and thus the City has very limited capability of performing these services. The City currently contracts with more than one contractor of provide services in all of these facilities. Normal working business hours are between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Cleaning hours for certain facilities will be expected during normal business hours, while others will require special schedules.

C. Objective and Scope

The City wishes to secure timely, consistent, and cost-effective janitorial services, from one or more contractors, to ensure clean and safe office and public facilities for employees and persons doing business with the City and using City owned facilities.

The objectives of the City are as follows:

1. Clean Buildings and Facilities. The definition of clean means “free of dirt, pure, spotless, sanitary, sterile, and uncontaminated”.
2. To contract for cost efficient and effective janitorial services.
3. Timely removal of trash, dirt, dust, cobwebs, and other waste.
4. Minimal interruptions to City operations.
5. Ensure consistent and reliable janitorial services from one or more contractors for all City-owned/leased facilities.

D. Services Required

Contractor(s) shall perform the duties, functions and all other work described in the below Schedule of Duties in a consistent and professional manner. Contractor(s) shall furnish, at its own expense, all labor, materials, machinery and appliances that may be necessary or appropriate for the performance of the work, including all related management, supervisory and administrative services. The City will be responsible for and make available to contractor(s) paper-related supplies (toilet paper, paper towels, napkins, cups, trash bags, gloves, etc.) for all facilities.

The facilities for which this Request for Proposal applies are as follows:

- City of Auburn City Hall, 1225 Lincoln Way, Auburn
- City of Auburn Police Administration Building, 1215 Lincoln Way, Auburn
- City of Auburn Municipal Airport Terminal Operations Building, 13626 New Airport Road, Auburn
- 1103 High St. Office, 1103 High Street, Auburn (leased building),
- City of Auburn Old Town Public Restrooms
- City of Auburn Robert F. Conheim Multimodal Station Restroom
- City of Auburn Corporation Yard, 11500 Blocker Drive, Auburn

Bidders may bid on any number of the above referenced facilities Awards of contract may be made to multiple bidders based on the City's review of proposals submitted. The scope of services required for each facility is listed below:

1. City of Auburn City Hall

- Services to be performed twice weekly (Tuesday and Thursday), unless otherwise noted, during normal business hours
 - Empty trash throughout entire building
 - Thoroughly clean restrooms
 - Sanitize toilets and counters

- Sanitize partitions
 - Mop floors
 - Restock paper and soap supplies
- Vacuum or sweep all offices, stairs and hallways
- Clean all interior hard surfaced walls in all lobby /reception areas every other month.
- Dust moldings, desk tops, other furniture, counters, window sills, partitions, railings, ledges and other places dust collects – monthly
- Remove cobwebs from ceiling, corners, walls and window sills- monthly
- **Clean Council Chambers**
 - Counters wiped down
 - Vacuum, dust and mop all flooring
 - Balcony vacuumed and glass railing cleaned as needed
 - Floor to the outside of Building mopped
- **Clean Rose Room**
 - Kitchen counters sanitized
 - Sinks and appliances sanitized
 - Floors mopped and vacuumed
 - All tables wiped down
 - Remove Cobwebs and dust as needed
 - Windows and glass doors cleaned weekly or as needed
 - Trash removed
- Blinds in all offices, conference rooms and stairways cleaned once annually
- Inside of windows in all offices and stairways dusted and oiled every quarter
- Dust and oil stairway banisters quarterly
- Air vents cleaned as needed
- Elevator is polished with stainless steel cleaner quarterly
- **Clean reprographics room**
 - Table and counter sanitized
 - Trash taken out
 - Sinks cleaned and scoured
 - Paper towel and cup supplies replenished
 - Recyclables and cardboard removed from building and placed in recycling container in parking lot
- **Clean downstairs break room**
 - Tables and counters sanitized
 - Trash removed
- Carpets cleaned once annually or as needed (spot removal as needed)

Storage room for supplies and delivery of supplies located in Basement at City Hall

2. City of Auburn Police Administration Building

- Services to be performed twice weekly (Monday and Thursday), unless otherwise noted, during normal business hours
 - Empty trash throughout entire building
 - Thoroughly clean all restrooms (Admin, Dispatch, Hallway, Lobby and Locker room)
 - Sanitize toilets and counters
 - Sanitize partitions
 - Mop floors
 - Restock paper and soap supplies
 - Dust moldings, desk tops, other furniture, counters, window sills, partitions, railings, ledges and other places dust collects – monthly
 - Remove cobwebs from ceiling, corners, walls and window sills- monthly
 - Vacuum or sweep entire building
 - Clean glass doors weekly
 - Clean windows monthly
 - Blinds in all offices and conference rooms cleaned once annually
 - Gym cleaned weekly
 - Empty trash
 - Sanitize equipment
 - Mop floor
 - Floors buffed annually
 - Carpets cleaned once annually or as needed (spot removal as needed)
 - Floors stripped and waxed annually
 - Air vents cleaned as needed
 - Disinfect drinking fountain daily
 - Walls are spot-cleaned weekly
 - **Kitchens-**
 - Tables and counters sanitized
 - Trash taken out
 - Sink cleaned and scoured
 - Paper towels and cups replenished
 - **Dispatch Center**
 - Dusting as required
 - Vacuum or sweep area
 - **Locker Rooms**
 - Showers scrubbed and buffed annually
 - Shower mopped and sanitized
 - **Holding Room**
 - Disinfect Bench and Mop Floor
 - Eye Wash Station annually

Small Storage closet for Cleaning supplies located in Hallway at Police Station

3. City of Auburn Municipal Airport Terminal Operations Building

- Services to be performed twice weekly (Tuesday and Thursday), unless otherwise noted, during normal business hours
 - Thoroughly clean restrooms (in office building and satellite restroom)
 - Sanitize toilets and counters
 - Sanitize partitions
 - Mop floors
 - Restock paper and soap supplies
 - Vacuum or sweep common area in building, including the conference room
 - Kitchen area in conference room
 - Tables and counters sanitized
 - Trash taken out
 - Sink cleaned and scoured
 - Paper towels and cups replenished
 - Carpets cleaned once annually or as needed (spot removal as needed)
 - Air vents cleaned as needed
 - Clean glass doors weekly
 - Clean windows monthly

Storage available for all Airport Supplies in Stock Room off Public Lounge behind Kitchen

4. 1103 High St.

- Services to be performed twice weekly (Tuesday and Thursday), unless otherwise noted, during normal business hours
 - Empty trash throughout entire building
 - Thoroughly clean restrooms
 - Sanitize toilets and counters
 - Sanitize partitions
 - Mop floors
 - Restock paper and soap supplies
 - Vacuum or sweep entire building
 - Clean all glass doors weekly
 - Clean windows monthly
 - Clean air vents as needed or requested
 - Remove cobwebs from ceiling, corners, walls and window sills- monthly

Small storage Closet for Supplies in Hallway

5. City of Auburn Old Town Public Restroom

- Services to be performed **every day** between 6:00 pm and 9:00 pm unless otherwise noted:

- During winter period (October – March) unlock restroom at 9:00 am and lock restroom at 6:00 pm.
- During summer period (April – September) unlock restroom at 9:00 am and lock restroom at 7:00 pm.
- Empty all trash cans and replace liners
- Thoroughly clean restrooms
 - Sanitize toilets and counters
 - Sanitize partitions
 - Mop floors
 - Clean mirrors
 - Check and fill feminine napkin holders
 - Restock paper and soap supplies
 - Disinfect Baby changing station in Restroom
 - Sweep wood floors daily, mop wood floors monthly
- Turn off lights and lock front metal doors daily
- Clean windows monthly
- Wash metal walls separating toilets from the sinks weekly, all sides in each restroom
- Availability for special events cleaning as required (**advance notification to be provided and additional cost to be incurred by City**)

Small Storage Closet in Womens Restroom

6. City of Auburn Robert F. Conheim Multimodal Station Restroom

- Services to be performed every weekday:
 - Unlock restroom at 5:30 am / Lock restroom at 9:00 pm
 - Thoroughly clean restroom at 9:00 pm
 - Clean, disinfect and sanitize toilet bowl, sink, mirror and other bathroom fixtures
 - Sweep, mop and disinfect bathroom floors
 - Replace all toilet tissue, soap and paper towels (supplied by the City)
 - Empty and clean trash container in restroom
 - Empty and clean all eleven garbage containers at the Auburn Robert F. Conheim Multimodal Station and Blocker Drive parking lots
 - Clean and disinfect water fountain
 - Clean all Ash Trays
 - Empty Ash Tray and Trash can across the street under the Bus Stop Awning

No storage space available- Supplies can be kept at Corporation Yard in Storage Closet

7. City of Auburn Corporation Yard

- Services to be performed once each week (day to be determined):
 - Remove cobwebs from ceiling, corners, walls and window sills- monthly
 - **Thoroughly clean restrooms**
 - Clean, disinfect and sanitize toilet bowl, sink, mirror and other bathroom fixtures
 - Sweep, mop and disinfect bathroom floors
 - Replace all toilet tissue, soap and paper towels (supplied by the City)
 - Empty and clean trash container in restroom
 - **Clean office area** (downstairs)
 - Vacuum floor
 - Wash front windows and frames (once each month)
 - Wash mini-blinds (once each quarter)
 - Empty trash
 - **Clean Corporation Yard conference room/Breakroom**
 - Vacuum and mop floors
 - Wash conference table
 - Empty trash

Storage Supply Closet located at Corporation Yard sufficient for Corp Yard and Multi-Modal Restroom

E. Plan Requirements

The contents of the workplan submitted shall include, at a minimum, the following:

1. Number of employees to be assigned to each facility (for those included in the submitted response)
2. Number of hours per day each employee will be assigned to each facility
3. Start and end times for employees
4. Description of cleaning methods

5. Proposal Cost Table (please create separate matrix as part of response using the below matrix as an example):

City Facility	Vendor Name	Monthly Cost	Comments
Auburn City Hall			
Auburn Police Admin			
Auburn Airport			
1103 High St.			
Old Town Restroom			
Multimodal Restroom			
Corporation Yard			

III. GENERAL PROPOSAL REQUIREMENTS

A. The proposals shall include the following:

1. Name of firm or company, business address, name of contact person, telephone number, fax number and email address (if applicable).
2. Price of service per facility and aggregate price for all facilities for which a bid is submitted (using a table format as under section II.E.5. – Plan Requirements.
3. Number of hours that your project will be necessary to perform the described duties, per facility and aggregate.
4. References, especially governmental organizations, preferably governmental entities in California; and specifically in the greater Placer County region.
5. Description of your firm, personnel and services provided.
6. Reason(s) why you believe your firm should provide these services to the City of Auburn.
7. Copies of all applicable licenses and insurance certificates (i.e. worker's compensation, general liability, unemployment compensation, etc.).
8. Any other pertinent information that you believe will assist the City in understanding your company and assurances if awarded the contract, i.e. most recent financial statement, bonding certificate.

B. Changes made to the RFP as the result of a response by the City, to questions or concerns raised through correspondence with prospective bidders, will be in writing and provided to each bidder until 12:00 noon on **September 28, 2010.**

C. All information contained in a proposal is subject to disclosure.

IV. SELECTION CRITERIA

Responses to this RFP will be evaluated based upon the following factors as presented to the bid proposals:

A. Capability, Qualifications and References (30%)

1. The written proposal should indicate the ability of the contactor to meet the terms of the RFP.
2. The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project.
3. Qualifications will be measured by training and experience, with particular reference to work experience in facilities of equal or greater size to that described in the RFP.
4. Emphasis will be placed upon the qualifications of bidder's project manager.

B. Method of Approach (20%)

1. This factor will be judged based upon the Workplan provided in the Proposal.

C. Price (50%)

1. This factor will be based on the total cost and the per hour rate of the service.

D. Background Check

1. All employees of the successful bidder(s) will be subject to a background check by the City of Auburn Administrative Services and Police Departments to determine if the employee can be assigned to this project, particularly in the facilities occupied by the Police Department.

V. DESCRIPTION OF THE CITY OF AUBURN

A. Name and Telephone Number of Contact Person

Any questions regarding this proposal or additional information required by the respondents should be directed to:

Andy Heath, Administrative Services Director
City of Auburn
1225 Lincoln Way, Room 1
Auburn, CA 95603
aheath@auburn.ca.gov (*preferred method*)
(530) 823-4211, extension 110
Fax (530) 823-4209

B. Background Information

The City of Auburn is a general law city incorporated under California law in 1888. The City serves a population of approximately 13,100 and is located in Placer County. The governing body is a five-member City Council composed of the Mayor and four council members all of whom are elected at-large and serve four-year terms.

The City, organized into five departments and two offices, provides a full range of municipal services including public safety (police and fire), community development, wastewater collection and disposal, public works, general government and the Auburn Urban Development Authority.

C. Exemplar Agreement

It is expected that the selected firm will enter into a contract with the City of Auburn for the performance of services outlined in the contract's Scope of Services Section based on a fee structure outlined in the contract's Compensation Section. Other than for the Scope of Services and Compensation Sections as mentioned above, the City of Auburn prefers not deter from the language as outlined in Sections one (1) through eighteen (18) of the Exemplar Agreement attached as part of this Request for Proposal.

VI. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to, and including, the date proposals are to be submitted:

<u>Date</u>	<u>Activity</u>
September 7, 2010	Request for Proposal issued
September 21, 2010 10:00 am	Mandatory pre-proposal walk-through of facilities
October 1, 2010 5:00 pm	Due date for technical and cost proposals
October 22, 2010	Selected firm(s) notified
October 25, 2010	Contract(s) recommended to City Council

PROFESSIONAL SERVICES AGREEMENT

(City of Auburn / Company or Individual.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Auburn a California municipal corporation (“City”) and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ *[enter consultant’s proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “Expiration Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____, _____) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ ***[enter name of project administrator]*** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or

injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City City of Auburn 1225 Lincoln Way Auburn CA 95603 Telephone: (530) 823-4211 x____ Facsimile: (530) 823-4216	If to Consultant: <i>Name of Consultant</i> <i>Street Address or P.O. Box</i> <i>City, State Zip Code</i> Telephone: () ____ - ____ Facsimile: () ____ - ____
With courtesy copy to: Michael G. Colantuono, Esq. Auburn City Attorney Colantuono, Levin & Rozell, APC 11406 Pleasant Valley Road Penn Valley, CA 95946-9024 Telephone: (530) 432-7359 Facsimile: (530) 432-7356	

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full

performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant

hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Auburn

“Consultant”
Name of Company or Individual

By_____

By:_____ *Name, Level of Officer e.g., Vice President*

Date:_____

Date:_____

Attest:

By_____
Deputy City Clerk

By: _____
Name, Level of Officer e.g., Vice President